


<b>AWARD/CONTRACT J</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DOA3</b>		PAGE OF <b>1</b>   <b>5</b>	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>SP0920-04-D-7729</b>		3. EFFECTIVE DATE <b>2004 JAN 28</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>IQC03302009006</b>			
5. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PCCSCGT (614)692-1078 /FAX: (614)692-6911 E-mail: Sandra.J.Hughes@dla.mil</b>		CODE <b>SP0900</b>		6. ADMINISTERED BY (If other than Item 5) <b>S3306A DCMA SYRACUSE SUITE 300 615 ERIE BLVD WEST SYRACUSE NY 13204-2408</b>		CODE <b>S3306A</b>	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  <b>DYNALEC CORP 87 W MAIN ST SODUS NY 14551</b>				8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT <b>NET 30 days</b>			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM <b>12</b>	
CODE <b>12763</b>		FACILITY CODE <b>12763</b>					
11. SHIP TO/MARK FOR <b>See Schedule - Do Not Ship to Address in Block 5</b>		CODE		12. PAYMENT WILL BE MADE BY <b>* SEE BOTTOM OF PAGE 2 OF 2</b>		CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) (    ) <input type="checkbox"/> 41 USC 253(c) (    )				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
		<b>See Schedule</b>				15E. UNIT PRICE	
						15F. AMOUNT	
						<b>Estimated</b>	
				15G. TOTAL AMOUNT OF CONTRACT		<b>\$855,793.00</b>	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	<b>1</b>	<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	<b>4</b>	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>SP092004RX808</b> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER  <b>MICHAEL G. LYONS</b>			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		20C. DATE SIGNED <b>JAN 26 2004</b>	
BY _____ (Signature of person authorized to sign)							

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED <b>SP0920-04-D-7729</b>	PAGE OF <b>2</b>	PAGES <b>5</b>
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This is a **Indefinite Quantity Contract**. Orders may be issued on this contract for a period of [12] Months (365-Days) from the effective date of this contract.

The Government has the option to extend the terms of this contract for [2] 365-day periods. See Section I41.

See Section I-15f for Methods of Pricing Orders.

NOTE: Actual unit prices based upon the Quantity Ranges cited below will be specified on individual delivery orders issued under this contract. The estimated amount in Block 15G is for administrative purposes only.

The following unit pricing and delivery schedule shall apply for the term of this contract:

QUANTITY RANGE	UNIT	1st YEAR UNIT PRICE	(OPTION) 2nd YEAR UNIT PRICE	(OPTION) 2nd YEAR UNIT PRICE
100 to 249	EA.	\$185.00	\$190.55	\$196.27
250 to 499	EA.	\$185.00	\$190.55	\$196.27
500 to 999	EA.	\$185.00	\$190.55	\$196.27
1000 to 1499	EA.	\$184.75	\$190.29	\$196.00
1500 to 2500	EA.	\$183.50	\$189.00	\$194.68

**CONTRACT QUANTITY LIMITATION** (Inclusive of Options):

Contract Minimum: 100 EA

Contract Maximum: \$999,999

**DELIVERY ORDER LIMITATION:**

Delivery Order Minimum: 100 EA

Delivery Order Maximum: 2500 EA

**DELIVERY:** Quantity: 250

Within Days after Date of Delivery: 60

Any balance shall be delivered at the rate of 250 every 30 thereafter.

In the event of overlapping of orders, the contractor is not required to deliver any more than 250 in any 30 day period.

**DESCRIPTION:** ~~NSN 5985-00-296-1806~~

LOUDSPEAKER, PERMANENT MAGNET

DYNALEC CORPORATION (12763) IS WAIVED FOR FIRST ARTICLE REQUIREMENTS

SEE FOLLOWING PAGES FOR MORE DETAILS

**F.O.B.:** ORIGIN

**INSPECTION:** ORIGIN

**ACCEPTANCE:** ORIGIN

**PAYMENT WILL BE MADE BY:**

\*The Payment Office on each individual delivery order will be assigned based on the dollar amount of the order. For appropriate Payment Office, see the following:

**FOR DELIVERY ORDERS EXCEEDING \$100,000.00:** CODE: HQ0337, DFAS Columbus Center, North Entitlement Operations, P.O. Box 182266, Columbus, OH 43218-2266

**FOR DELIVERY ORDERS UNDER \$100,000.00:** CODE: S33184, DFAS Columbus Center, ATTN: DFAS BVDPC/CC, PO BOX 182317, Columbus, OH 43218-6205

**REMIT TO:** EFT APPLIES

**CONTINUATION SHEET**

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**SECTION B**

PR: IQC03302009006  
NSN: 5965-00-296-1808

**ITEM DESCRIPTION:**

LOUDSPEAKER, PERMANENT MAGNET

BID SET AVAILABLE

FULL AND OPEN COMPETITION APPLIES.

\* \* \* \* \*

DYNALEC CORPORATION (12763) IS WAIVED FOR  
FIRST ARTICLE TESTING

\* \* \* \* \*

I-4 THE GOVERNMENT RESERVES THE RIGHT TO WAIVE  
THE REQUIREMENTS FOR FIRST ARTICLE TESTING FOR  
THOSE OFFERORS OF A PRODUCT WHICH HAS PREVIOUSLY  
MET THE PREPRODUCTION TESTING REQUIREMENTS, BEEN  
ACCEPTED BY THE GOVERNMENT AND HAS NOT BEEN  
FOUND TO BE UNSATISFACTORY.

DLAD 52.246-9004, PRODUCT VERIFICATION TESTING,  
APPLIES. THIS CLAUSE IS A GOVERNMENT OPTION  
THAT CAN ONLY BE INVOKED UPON THE COGNIZANT  
CONTRACT ADMINISTRATION OFFICE NOTIFYING THE  
CONTRACTOR THAT PVT SAMPLES ARE TO BE SELECTED.

IF THE APPLICABLE (OEM OR MILITARY) DRAWING,  
SPECIFICATION, STANDARD, OR QUALITY ASSURANCE  
PROVISION (QAP) SPECIFIES AN ACCEPTABLE QUALITY  
LEVEL (AQL). THE SAMPLING ACCEPTANCE NUMBER  
SHALL BE REDUCED TO ZERO (0). FOR EXAMPLE IF  
THE ACCEPT REJECT CRITERIA IS ACCEPT ON (3)  
DEFECTS AND REJECT ON (4) DEFECTS. THE NEW  
ACCEPT REJECT CRITERIA IS ACCEPT ON (0) DEFECTS  
AND REJECT THE ENTIRE LOT ON (1) DEFECT. EVEN  
THOUGH THE ACCEPTANCE LEVEL IS ELIMINATED, THE  
SAMPLE SIZE REMAINS THE SAME.

\* \* \* \* \*

SEE SQAP00-296-1808 FOR ACCEPTANCE TESTING  
REQUIREMENTS.

\* \* \* \* \*

THE USE OF ANY CLASS I OZONE-DEPLETING SUBSTANCE  
(ODS) IN THE DESIGN, MANUFACTURING, TESTING,  
CLEANING, OR ANY OTHER PROCESS FOR THIS ITEM

**CONTINUED ON NEXT PAGE**

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**SECTION B**

UNDER ANY MILITARY OR FEDERAL SPECIFICATION,  
STANDARD OR DRAWING REFERENCED IN THIS ITEM  
DESCRIPTION IS "PROHIBITED" UNLESS THE SEPARATE  
WRITTEN APPROVAL OF THE CONTRACTING OFFICER IS  
OBTAINED. THIS PROHIBITION SUPERSEDES ALL  
SPECIFICATION REQUIREMENTS BUT DOES NOT  
ALLEVIATE ANY PRODUCT PERFORMANCE REQUIREMENTS.  
THIS DOES NOT APPLY TO COMMERCIAL ITEMS, AS  
DEFINED IN "FAR 11.001" OR TO PART-NUMBERED-  
ONLY ITEMS.

## CRITICAL APPLICATION ITEM

I/A/W DRAWING NR 16236 SQAP00-296-1808

REFNO DTD 03 JUL 03

AMEND NR DTD

TYPE NUMBER:

SUPPLEMENTARY QUALITY ASSURANCE PROVISIONS  
(SQAP) OR QUALITY ASSURANCE PROVISIONS (QAP)

I/A/W SPEC NR MIL-L-24223/2A

REFNO DTD 86 OCT 22

AMEND NR DTD

TYPE NUMBER: LS-387/SIC

I/A/W SPEC NR MIL-L-24223C

BASIC DTD 86 OCT 22

AMEND NR DTD

TYPE NUMBER: LS-387/SIC

QTY VARIANCE: PLUS 0% MINUS 2%  
INSPECTION POINT: ORIGIN  
ACCEPTANCE POINT: ORIGIN

## PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 31: CLNG/DRY = 1: PRESV MAT = 00:

WRAP MAT = 00: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:

UNIT CONT = E6: OPI = 0:

INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:

PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

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## SECTION B

PR CONT'D  
DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH  
MIL-STD-129 (LATEST REVISION) MARKING AND BAR  
CODING IN ACCORDANCE WITH AIM BC1.

\*\*\*\*\*

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		-> RATING <b>DOA3</b>		PAGE OF PAGES <b>1 25</b>	
2. CONTRACT NO.		3. SOLICITATION NO. <b>SP0920-04-R-X808</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>2003 DEC 04</b>	
7. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010</b>		CODE <b>SP0900</b>		6. REQUISITION/PURCHASE NO. <b>IQC03302009006</b>			
8. ADDRESS OFFER TO (If other than Item 7) <b>Defense Supply Center Columbus ATTN: DSCC-PBAA (Bid Opening Room 130, Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers--See Block 9</b>							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 JAN 05  
(Hour) (Date)

FAX Number(s): (614) 692-4275

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.  
All offers are subject to all terms and conditions contained in this solicitation.

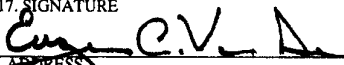
10. FOR INFORMATION CALL ->	A. NAME <b>W. McKnight, PCCSAKJ</b>	
	B. PHONE / FAX (NO COLLECT CALLS) <b>(614) 692-1648 / FAX: (614)692-6921</b>	C. E-MAIL ADDRESS <b>William.McKnight@dlm.mil</b>

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	17
X	D	PACKAGING AND MARKING	7	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	7	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
X	F	DELIVERIES OR PERFORMANCE	9				
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	19
X	H	SPECIAL CONTRACT REQUIREMENTS	11	X	M	EVALUATION FACTORS FOR AWARD	21

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within          calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS <b>NET 30</b> %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: ->)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR <b>DYNALC CORPORATION 87 WEST MAIN STREET, P.O. BOX 188 SODUS, NY 14551-0188</b>		CODE <b>12763</b>	FACILITY <b>12763</b>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>EUGENE C. VAN DEUSEN V.P. BUSINESS DEVELOPMENT</b>	
15B. TELEPHONE NO. (Include area code) <b>315-483-6923</b>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/>		17. SIGNATURE 	
15D. FAX NO. <b>315-483-6656</b>		15E. E-MAIL ADDRESS <b>sales@dynalec.com</b>		18. OFFER DATE <b>03DEC30</b>	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) -> ITEM:	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				28. AWARD DATE	
				(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064  
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

## THE FOLLOWING NOTES APPLY:

NOTE 1: For the purpose of this solicitation and any resultant contract, '1st YEAR' is considered to be the first 365-day period after the effective date of the contract. The '2nd YEAR' (Option Year) is considered to be the 365-day period immediately succeeding the '1st YEAR,' and the '3rd YEAR' (Option Year) is considered to be the 365-day period immediately succeeding the '2nd YEAR.'

NOTE 2: Prices offered will be evaluated using the weighted average price evaluation method set forth at Section M\_08.

NOTE 3: Supplies to be furnished under any resultant contract shall be ordered by the issuance of delivery orders by the Defence Supply Center Columbus.

NOTE 4: Prior to the RFP closing date, the contractor shall inform the buyer if any discrepancy exists between the physical/functional description and the specification/drawings.

NOTE 5: A 365-day, Firm Fixed-Price Indefinite Quantity Contract is anticipated. See Sections I\_09, I\_15f, I\_29, I\_33a, I\_34, and I\_35 of the solicitation.

NOTE 6: This solicitation contains an option provision. Offerors are directed to see Section I\_41, 'Extension of Contract Term' and M\_31, 'Evaluation of Options'.

NOTE 7: The Government is soliciting offers for new material. No used, reconditioned, or surplus material may be furnished unless authorized by the Contracting Officer. Any offeror intending to furnish used, reconditioned or surplus material must notify the Contracting Officer, in writing, at the time their offer is submitted.

NOTE 8: Contractor First-Article Testing (FAT) is required.

Number of units required for testing: 4 EA

Time allowed to submit FAT sample and report: 180 days

Time required for Government review of FAT report: 90 days

Disposition of FAT samples: The Government shall return three (3) samples to the Contractor as production standards. These returned samples shall not be submitted for acceptance as part of the order quantity. One (1) approved sample shall be retained by the Government as a production standard.

Waived sources: Dynalec Corp. (12763)  
Tabet Mfg. Co, Inc. (88829)

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Submit both the First-Article and Production Test Plan and the FAT report and sample to:

Commanding Officer  
Spawarsyscen Charleston SC Det. St. Juliens Creek Annex  
Magazine Rd. Building 59  
ATTN: John Atwood/Code 514JA  
St. Juliens Creek Annex  
Portsmouth, VA 23702

NOTE 9: Multiple awards will be considered for this procurement with a possibility of two resultant contracts. See sections I\_45a, M\_06, and M\_37 of the solicitation.

NOTE 10: Please list Offeror's Email: sales@dynalec.com

Please list Offeror's FAX No.: 315-483-6656

ATTACHMENT A

DD FORM 1423 (1 PAGE)

## REMIT PAYMENT TO:

DYNALEC CORPORATION  
P.O. BOX 5337  
SYRACUSE, NY 13220-5337

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<b>SECTION B</b>							
ITEM NO.  0001	PR: IQC03302009006 NSN: 5965-00-296-1808 <b>SUPPLIES/SERVICES</b> <b>ITEM DESCRIPTION: LOUDSPEAKER, PERMANENT MAGNETIC</b> (See following sheet for details)					NOTICE: A 365 calendar day, Firm Fixed Price, Indefinite Quantity Contract with two (2) 365 day option periods is anticipated. See sections I_09, I_15f, I_29, I_31, I_33a, I_34, I_35, I_41, and M_08 of the Request for Proposals  If the decision is made to exercise the option, the contracting officer will give written notice at least 14 days prior to the expiration date of the end of the subject contract and will extend it an additional 365 calendar days.	
	WAIVED SOURCES: CAGE DYNALEC CORP. 12763 P/N LS-387/SIC TABET MFG. CO., INC. 88829 P/N LS-387/SIC  The Government may extend the term of this contract for 2 periods of 365 calendar days. The total duration of this contract including the exercise of any options under this provision shall not exceed 1,095 days.  Estimated annual requirement is: 1st year: 1,500 units 2nd year: 1,500 units 3rd year: 1,500 units						
NOTICE: Offerors must quote pricing for each increment in each year. Failure to do so may result in rejection of the offer.	QUANTITY	UNIT OF ISSUE	BASE 1st YEAR UNIT PRICE	OPTION 2nd YEAR UNIT PRICE	OPTION 3rd YEAR UNIT PRICE		
	A* 100 to 249	EA	\$185.00	\$190.55	\$196.27		
	B* 250 to 499	EA	\$185.00	\$190.55	\$196.27		
	C* 500 to 999	EA	\$185.00	\$190.55	\$196.27		
	D* 1,000 to 1,499	EA	\$184.75	\$190.29	\$196.00		
	E* 1,500 to 2,500	EA	\$183.50	\$189.00	\$194.68		
<p style="text-align: center;">* See Clause M_08 - WEIGHTED AVERAGE PRICE EVALUATION METHOD</p> <p><b><u>ALL OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION</u></b></p> <p>Offer based on:</p> <p>MANUFACTURER'S NAME: <u>DYNALEC CORPORATION</u> (entry by contractor)</p> <p>MANUFACTURER'S PART NUMBER: <u>61716-200</u> (entry by contractor)</p> <p>ACTUAL PART NUMBER MARKING ON BARE ITEM: <u>LS-387B/SIC</u> (entry by contractor)</p>							

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## SECTION B

PR: IQC03302009006  
NSN: 5965-00-296-1808

## ITEM DESCRIPTION:

LOUDSPEAKER, PERMANENT MAGNET

BID SET AVAILABLE

FULL AND OPEN COMPETITION APPLIES.

\* \* \* \* \*

FIRST ARTICLE TESTING IS REQUIRED

I-4 THE GOVERNMENT RESERVES THE RIGHT TO WAIVE  
THE REQUIREMENTS FOR FIRST ARTICLE TESTING FOR  
THOSE OFFERORS OF A PRODUCT WHICH HAS PREVIOUSLY  
MET THE PREPRODUCTION TESTING REQUIREMENTS, BEEN  
ACCEPTED BY THE GOVERNMENT AND HAS NOT BEEN  
FOUND TO BE UNSATISFACTORY.

DLAD 52.246-9004, PRODUCT VERIFICATION TESTING,  
APPLIES. THIS CLAUSE IS A GOVERNMENT OPTION  
THAT CAN ONLY BE INVOKED UPON THE COGNIZANT  
CONTRACT ADMINISTRATION OFFICE NOTIFYING THE  
CONTRACTOR THAT PVT SAMPLES ARE TO BE SELECTED.

IF THE APPLICABLE (OEM OR MILITARY) DRAWING,  
SPECIFICATION, STANDARD, OR QUALITY ASSURANCE  
PROVISION (QAP) SPECIFIES AN ACCEPTABLE QUALITY  
LEVEL (AQL). THE SAMPLING ACCEPTANCE NUMBER

~~SHALL BE REDUCED TO ZERO (0) FOR EXAMPLE IF~~

THE ACCEPT REJECT CRITERIA IS ACCEPT ON (3)  
DEFECTS AND REJECT ON (4) DEFECTS. THE NEW  
ACCEPT REJECT CRITERIA IS ACCEPT ON (0) DEFECTS  
AND REJECT THE ENTIRE LOT ON (1) DEFECT. EVEN  
THOUGH THE ACCEPTANCE LEVEL IS ELIMINATED, THE  
SAMPLE SIZE REMAINS THE SAME.

\* \* \* \* \*

SEE SQAP00-296-1808 FOR FAT AND ACCEPTANCE  
TESTING REQUIREMENTS.

\* \* \* \* \*

THE USE OF ANY CLASS I OZONE-DEPLETING SUBSTANCE  
(ODS) IN THE DESIGN, MANUFACTURING, TESTING,  
CLEANING, OR ANY OTHER PROCESS FOR THIS ITEM  
UNDER ANY MILITARY OR FEDERAL SPECIFICATION,

CONTINUED ON NEXT PAGE

## SECTION B

STANDARD OR DRAWING REFERENCED IN THIS ITEM DESCRIPTION IS 'PROHIBITED' UNLESS THE SEPARATE WRITTEN APPROVAL OF THE CONTRACTING OFFICER IS OBTAINED. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT PERFORMANCE REQUIREMENTS. THIS DOES NOT APPLY TO COMMERCIAL ITEMS, AS DEFINED IN 'FAR 11.001' OR TO PART-NUMBERED-ONLY ITEMS.

## CRITICAL APPLICATION ITEM

I/A/W DRAWING NR 16236 SQAP00-296-1808

REFNO DTD 03 JUL 03

AMEND NR DTD

TYPE NUMBER:

SUPPLEMENTARY QUALITY ASSURANCE PROVISIONS (SQAP) OR QUALITY ASSURANCE PROVISIONS (QAP)

I/A/W SPEC NR MIL-L-24223/2A

REFNO DTD 86 OCT 22

AMEND NR DTD

TYPE NUMBER: LS-387/SIC

I/A/W SPEC NR MIL-L-24223C

BASIC DTD 86 OCT 22

AMEND NR DTD

TYPE NUMBER: LS-387/SIC

DELIVER FOB: See Clause

~~QTY VARIANCE: PLUS 0% MINUS 2%~~

INSP/ACCEP POINT: See Clause

\*\* ALL SHIPMENTS SHALL BE MADE TO CONUS LOCATIONS

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## SECTION B

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 00:

WRAP MAT = EA: CUSH/DUNN MAT = JC: CUSH/DUNN THKNESS = X:

UNIT CONT = D3: OPI = 0:

INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:

PACK CODE = C:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH  
MIL-STD-129 (LATEST REVISION) MARKING AND BAR  
CODING IN ACCORDANCE WITH AIM BC1.

\*\* ALL SHIPMENTS SHALL BE MADE TO CONUS LOCATIONS

\*\*\*\*\*

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9907		1	LT	\$ <u>N/A WAIVED SOURCE</u>	\$ <u>N/A WAIVED SOURCE</u>

Contractor First Article Test (FAT) (including test report)

The quantity '1 TE' (test)  
signifies the test requirement.  
See clauses I43 and I43a for

~~information concerning the FAT~~

requirement and test report.

Offers that do not cite a price

for LINE ITEM 9907 shall be

evaluated under the assumption

that there is no separate charge

for the FAT. In the event the FAT

requirement is waived, no award

will be made for LINE ITEM 9907.

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Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dscclia.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

**DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION:** Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

**A04 - FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (DSCC 52.215-9C03) (JAN 2001)**

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the **White Bid Box**, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

**SECTION B**

**B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)**

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dscclia.mil>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icp.htm>.

**B30 - MANUFACTURER'S PART NUMBER**

Prior to or at the time the offer is submitted, the contractor shall inform the buyer if any discrepancy exists between the physical/functional description and the specifications/drawings.

ALL OFFERS MUST PROVIDE THE FOLLOWING INFORMATION:  
Offer based on:

Manufacturer's Name: **DYNALEC CORPORATION**

Manufacturer's P/N: **61716-200**

Actual Bare Item Part Number Marking: **LS-387B/SIC**

**SECTION D**

**D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)**

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)

The office symbol for the Packaging Team is DSCC-VSP.

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL STD 2073-1D and Marked in accordance with MIL-STD-129N.

**D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)**

- (a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.  
(b) The document(s) shall include the following:  
Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if

NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.  
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

**D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUNE 2002)**

- (1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.  
(2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.  
(3) Method of shipment will be in accordance with Clause F05 (DSCC 52.247-9C02) or F06 (DSCC 52.247-9C03).

**D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)**

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Container Consolidation Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at [www.dscclia.mil/Offices/Packaging/Forms.html](http://www.dscclia.mil/Offices/Packaging/Forms.html).

**D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)**

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030-19H, DLAT 4145-3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

**D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)**

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dscclia.mil/downloads/packaging/dc1636p001.doc>

**SECTION E**

**E01 - CLAUSES INCORPORATED BY REFERENCE**

FAR 52.246-16 - Responsibility for Supplies (APR 1984)

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9 25**E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2)  
(AUG 1996)**

Zip Code)

**E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)**

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.

(2) For CLIN(S) described by manufacturer's name/code and part number,

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DFAR Clause 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

**Note:** Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

**(c) Inspection Points:****SUPPLIES**☒ Same as Offeror

Applicable to CLIN(s):

( ) Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

**PACKAGING**☒ Same as Offeror

Applicable to CLIN(s):

( ) Same as above

( ) Other (CAGE, Name, Street Address, City, State and

Applicable to CLIN(s):

Applicable to CLIN(s):

**E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)**

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

**NOTE:** For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination -Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

**E06 - MATERIAL INSPECTION AND RECEIVING REPORT  
(DFARS 252.246-7000) (DEC 1991)****E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004)  
(JUN 1998)****E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10)  
(DEC 2001)**

This clause is applicable when surplus materials are accepted DLAD 52.211-9000, when a Certificate of Conformance FAR 52.246-15 supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require the contractor to take action accordingly. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD- 129 (latest revision), 'Standard Practice for Military Marking'.

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.

**E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13)  
(JAN 1999)**

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**E26 - COMMERCIAL WARRANTY (DSCC 52.246-9C28) (APR 1994)**

The Contractor agrees that the supplies or services furnished under this contract (X) shall ( ) shall not be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.

**E29 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (DSCC 52.246-9C32) (JAN 2001)**

Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130K. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130K.

**DSCC Exclusions:**

- (a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however clause E30, DSCC 52.246-9C34 applies):
- (1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.
  - (2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.
  - (3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so.

- (b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130K.

**E30 - MARKING REQUIREMENTS (DSCC 52.246-9C34) (MAR 2002)**

Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129N, 'Marking for Shipment and Storage'. In addition to MIL-STD-129N requirements, the following instructions also apply:

1. JAN and Other Special Markings In Accordance With Government Specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD-129N marking. If the marking space on the MIL-STD-129N identification side of the unit package is too small (3 inches by 4 inches or less surface area) to accommodate this additional marking, the reverse side of the package may be used.

**(a) Semiconductor Devices procured under MIL-PRF-19500M:**

- (1) Part or Identifying Number (PIN)
- (2) Manufacturer's ID and symbol
- (3) Lot identification code and code of assembly plant (if applicable)
- (4) Beryllium oxide identifier (if applicable)
- (5) Electrostatic discharge sensitivity identifier (if applicable)
- (6) Country of origin
- (7) DMS Marking (if applicable)

**(b) Microcircuits procured under MIL-M-385 I OJ, Notice I:**

- (1) PIN
- (2) Identification code
- (3) Manufacturer's identification
- (4) Manufacturer's designation symbol
- (5) Country of origin
- (6) 'JAN' certification mark
- (7) Special marking
- (8) Electrostatic discharge sensitivity identifier

**(c) Other Semiconductor Devices and Microcircuits not procured under a Military Specification**

- (1) Identification number
- (2) Manufacturer's identification
- (3) Manufacturers date code

(d) Various special marking may be required under a Military Specification.

2. Sensitive Electronic Devices: When the MIL-STD-2073-1D, Packaging Requirements Code specifies method of preservation

GX or ZZ, with special marking code '39' (ESD Sensitive Electronic Device Requirements), sensitive electronic devices caution marking shall be applied as specified in MIL-STD-129N.

3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129N.

(a) EXTERIOR CONTAINERS: For DLA contracts, each Exterior shipping containers shall be bar coded with the NSN, contract number (including the call number).

**(b) MULTIPACKS:**

- (1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, all the unit packs and intermediate containers in the multipack shall be bar coded.

(2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If mixed contract numbers are contained in the multipack, then the exterior container will be bar coded.

4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the commodity specification listed below, the supplies shall comply with applicable packaging requirements of AFJMAN 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Shipments, the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air. The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of AFJMAN 24-204 (DLAI 4145.3), ICAO and IMDG CODE, the provisions in AFJMAN 24-204 (DLAI 4145.3), ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with AFJMAN 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-STD-129N. In addition to the above requirements, the CAGE (Commercial and Government Entity) Code, shall be marked on all unit, intermediate and exterior containers.

5. Exterior Documentation: Packing list as specified in MIL-STD-129N is required.

6. Parcel Post APO/FPO Shipments: The statement 'Contents for Official Use. Exempt from Customs Requirements' be annotated above the mailing address.

7. DSCC Electronics Exclusions: Electron Tubes: These items shall be marked in accordance with MIL-E-75H.

**8. WARRANTY MARKINGS: When specified in the resulting contract**

that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129N.

**E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)****SECTION F****F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE**

- FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)  
FAR 52.242-15 - Stop-Work Order (AUG 1989)  
FAR 52.242-17 - Government Delay of Work (APR 1984)  
FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)  
FAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)  
FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)  
FAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)  
FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (APR 1984)  
FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

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**F02 - VARIATION IN QUANTITY (FAR 52.211-16) (APR 1984)**

- (b) 00 Percent increase  
02 Percent decrease

This increase or decrease shall apply to:  
ENTIRE QUANTITY ON EACH ORDER

**F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)**

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000  
Telephone (614) 692-2175

Telephone (614) 692-7038 ('S9C' - Construction)

Telephone (614) 692-7039 ('S9E' - Electronics)  
(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.

**F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)**

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

**MAIL INSTRUCTIONS** (NOT applicable to APO/FPO addresses):  
Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.

(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.

(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE-PARCEL POST (Fourth Class) or most economical comparable mode.

(4) The cost of parcel post insurance will NOT be paid by the Government.

**FREIGHT INSTRUCTIONS (DOMESTIC)**

(1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.

(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice.

**EXCEPTIONS:** If destination is within 600 miles of origin, use regular surface transportation.

(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).

(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

**F11c - TIME OF DELIVERY (First Article-Indefinite Delivery Type Contract) (DSCC 52.211-9C39) (SEP 2000)**

(a) If First Article testing is REQUIRED for this acquisition, the Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE (FAT REQUIRED)**

Delivery of the FAT CLIN(s) and the PRODUCTION QUANTITY shall be in accordance with the following schedule:

NO. OF DAYS AFTER DATE  
FAT CLIN(S) OF FIRST DELIVERY ORDER  
9907 270

**PRODUCTION QUANTITY - FIRST DELIVERY ORDER ONLY:**

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF FIRST DELIVERY ORDER*
5965-00-296-1808	250	330

IF THERE IS A BALANCE, IT SHALL BE DELIVERED AT A RATE OF 250 EA EVERY 30 DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

\* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clause I43 or I44.

**PRODUCTION QUANTITY - SUBSEQUENT DELIVERY ORDERS:**

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF DELIVERY ORDER
5965-00-296-1808	250	60

IF THERE IS A BALANCE, IT SHALL BE DELIVERED AT A RATE OF 250 EA EVERY 30 DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

For subsequent orders issued prior to first article approval, the delivery time specified above will be computed from the delivery date specified in the immediately preceding order.

In the event of overlapping orders, the contractor is not required to deliver any more than 500 in any 30 day period.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT REQUIRED)**  
(If no entry, the government's required delivery schedule shall be used)

Delivery of the FAT CLIN(s) and the PRODUCTION QUANTITY shall be in accordance with the following schedule:

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF FIRST DELIVERY ORDER
_____	_____
_____	_____
_____	_____

**PRODUCTION QUANTITY - FIRST DELIVERY ORDER ONLY:**

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF FIRST DELIVERY ORDER*
---------------	----------	---

IF THERE IS A BALANCE, IT SHALL BE DELIVERED AT A RATE OF \_\_\_\_\_ EA EVERY \_\_\_\_\_ DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

\* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clause I43 or I44.

**PRODUCTION QUANTITY - SUBSEQUENT DELIVERY ORDERS:**

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF DELIVERY ORDER
---------------	----------	--

IF THERE IS A BALANCE, IT SHALL BE DELIVERED AT A RATE OF \_\_\_\_\_ EA EVERY \_\_\_\_\_ DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

For subsequent orders issued prior to first article approval,

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the delivery time specified above will be computed from the delivery date specified in the immediately preceding order.

In the event of overlapping orders, the contractor is not required to deliver any more than \_\_\_\_\_ in any day period.

(b) If First Article testing is WAIVED for this acquisition, the Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE (FAT WAIVED)**

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF DELIVERY ORDER
5965-00-296-1808	250	60

IF THERE IS A BALANCE, IT SHALL BE DELIVERED AT A RATE OF 250 EA EVERY 30 DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

In the event of overlapping orders, the contractor is not required to deliver any more than \_\_\_\_\_ in any day period.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT WAIVED)**

(If no entry, government's required delivery schedule shall be used)

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF DELIVERY ORDER
---------------	----------	--

IF THERE IS A BALANCE, IT SHALL BE DELIVERED AT A RATE OF \_\_\_\_\_ EA EVERY \_\_\_\_\_ DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

BALANCE OF \_\_\_\_\_ AT A RATE OF EVERY \_\_\_\_\_ DAYS THEREAFTER.

In the event of overlapping orders, the contractor is not required to deliver any more than 500 \_\_\_\_\_ in any 30 day period.

(c) Unless otherwise specified above, your proposal will be deemed to offer delivery in accordance with the required schedule. The Government may elect to consider for award only those proposals that comply with or better the required schedule, but reserves the right to consider proposals that exceed the required schedule. You are therefore encouraged to submit a proposal even if you cannot comply with the required delivery schedule. If you can comply with the required delivery schedule but could offer better prices for a longer schedule, you may submit two (2) or more proposals on each item. The Government reserves the right to make awards on the basis of delivery.

(d) In the event this solicitation provides for a partial set-aside for Small Business, and the set-aside portion is awarded to the same firm that received the award of the non-set-aside portion, then the quantities shown above will be doubled.

(e) For subsequent orders issued prior to first article approval, the delivery time specified in paragraph b above will be computed from the delivery date specified in the immediately preceding order.

(f) If the contractor fails to meet the first article testing schedule, or is otherwise inexcusably delinquent in the performance of any order, the Government, in addition to the other rights reserved to it, may procure the contract supplies from other sources until such time as the contractor becomes current under prior orders.

**F14 - SHIPPING INSTRUCTIONS (DSCC 52.247-9C12) (JUL 1995)****F32 - F.O.B. - ORIGIN (FAR 52.247-29) (JUN 1988)**

(X) (Same as Offeror)  
( ) Other (City and State):

**SECTION H****H09 - ELECTRONIC INVOICING (DSCC 52.232-9C04) (OCT 2000)**

This contract will require the offeror to transmit all invoices electronically. This involves entering into a Trading Partner Agreement with DFAS-Columbus, where the offeror must first register with DFAS-CO, and then go through a testing process before actual live invoices will be accepted for payment. Vendors may invoice electronically either by using a Value Added Network, or by using the DFAS Web Invoicing System (WINS).

For detailed information concerning electronic invoicing applications, EDI transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6868 or 614-693-5627. Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

<https://ecweb.dfas.mil>

This above site is for DFAS-CO Web based Invoicing System (WINS). Look under the Help Button for 'These are your Web Invoice Test Partners'

<http://www.dfas.mil>

Under the topic of Electronic Commerce there is a description of all DFAS EDI Initiatives.

**H13 - ORDER TRANSMISSION (DSCC 52.215-9C20) (FEB 2001)**

Supplies procured through the Defense Supply Center Columbus (DSCC) may be ordered via the Paperless Order Placement System (POPS) or the Electronic Procurement Program Interface (EPPI). Offerors must check one of the following alternatives for paperless order transmission:

( ) Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN).

( ) Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 1155, Order for Supplies or Services (orders are stored in Portable Document Format (PDF) and accessing them requires a free Adobe Acrobat Reader plug-in).

Offerors choosing email notification for order transmission shall register their email address on the DSCC Internet Bid Board System (DIBBS) at <http://DIBBS.dscclia.mil> within 7 days after date of award. Successful offerors are responsible for updating DIBBS when there is a change in the email address for receipt of orders. The applicable email address is contained in the DIBBS registration under the section entitled 'E-Mail Address for Receipt of DSCC Awards / Information.'

Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 30 days after date of award may be grounds for termination of the contract by the Government.

Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt. The statement 'POPS Auto Award' or 'EPPI Auto Award' in block 24 of the DD Form 1155 constitutes the contracting officer's signature.

NOTE: Questions concerning POPS or EPPI should be directed to Paul Bosak at (614) 692-3559.

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**H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) DFARS 252.211-7005**

(d) Absent a determination that an SPI price is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item and Subline Item Number, Component, or Element:

**SECTION I****I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

**NOTE:** If not applicable becomes self-deleting.

FAR 52.202-1 - Definitions (DEC 2001)  
FAR 52.203-3 - Gratuities (APR 1984)  
FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)  
FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 1995)  
FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)  
FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)  
FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)  
FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)  
FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified confirmation is required.)  
FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)  
FAR 52.209-6 - Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)  
FAR 52.211-5 - Material Requirements (AUG 2000)  
FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)  
FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)  
FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)  
~~FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (Over \$550,000) (MAY 2001)~~  
FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)  
FAR 52.215-12 - Subcontractor Cost or Pricing Data (Over \$550,000) (OCT 1997)  
FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)  
FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)  
FAR 52.215-15 - Pension Adjustments and Asset Reversions (Over \$550,000) (DEC 1998)  
FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)  
FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Over \$550,000) (OCT 1997)  
FAR 52.215-19 - Notification of Ownership Changes (Over \$550,000) (OCT 1997)  
FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)  
FAR 52.219-9 - Small Business Subcontracting Plan (Over \$500,000), Alternate II (OCT 2001)  
FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)  
FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)  
FAR 52.222-3 - Convict Labor (JUN 2003)  
FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)  
FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)  
FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)

FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)  
FAR 52.222-26 - Equal Opportunity (APR 2002)  
FAR 52.222-29 - Notification of Visa Denial (JUN 2003)  
FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1989)  
FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)  
FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (Applicable with FAR 52.222-35)  
FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)  
FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13)  
FAR 52.225-13 - Restrictions on Certain Foreign Purchases (OCT 2003)  
FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)  
FAR 52.227-1 - Authorization and Consent (JUL 1995)  
FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)  
FAR 52.229-3 - Federal, State, and Local Taxes (APR 2003)  
FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JUN 2003)  
FAR 52.230-2 - Cost Accounting Standards (Over \$500,000) (APR 1998)  
FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)  
FAR 52.230-4 - Consistency in Cost Accounting Practices (Over \$500,000) (AUG 1992)  
FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)  
FAR 52.232-1 - Payments (APR 1984)  
FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)  
FAR 52.232-11 - Extras (APR 1984)  
FAR 52.232-17 - Interest (JUN 1996)  
FAR 52.232-23 - Assignment of Claims (JAN 1986)  
FAR 52.232-25 - Prompt Payment (OCT 2003)  
FAR 52.233-1 - Disputes (DEC 1998), Alternate I (DEC 1991)  
FAR 52.233-3 - Protest After Award (AUG 1996)  
FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)  
FAR 52.242-13 - Bankruptcy (JUL 1995)  
FAR 52.244-2 - Subcontracts (AUG 1998)  
FAR 52.244-5 - Competition in Subcontracting (DEC 1996)  
FAR 52.245-1 - Property Records (APR 1984)  
FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)  
FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)  
FAR 52.246-23 - Limitation of Liability (FEB 1997)  
FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)  
FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)  
FAR 52.248-1 - Value Engineering (FEB 2000)  
FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)  
~~FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II~~  
FAR 52.249-8 - Default (APR 1984)  
FAR 52.253-1 - Computer Generated Forms (JAN 1991)  
DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)  
DFARS 252.203-7002 - Display of DoD Hotline Poster (Over \$5M) (DEC 1991)  
DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)  
DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)  
DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (Over \$500,000) (DEC 1991)  
DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)  
DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)  
DFARS 252.215-7000 - Pricing Adjustments (Over \$550,000) (DEC 1991)  
DFARS 252.215-7002 - Cost Estimating System Requirements (Over \$550,000) (OCT 1998)  
DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (Over \$500,000) (APR 1996)  
DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)  
DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)  
DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988)

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DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)  
DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)  
DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)  
DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)  
DFARS 252.225-7012 - Preference for Certain Domestic Commodities (APR 2003)  
DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)  
DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)  
DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (AUG 2003)  
DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)  
DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 03)  
DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)  
DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)  
DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)  
DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (>\$500,000) (OCT 2003)  
DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)  
DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)  
DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)  
DFARS 252.242-7000 - Post Award Conference (DEC 1991)  
DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10 (DEC 1991)  
DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)  
DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

**I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)**

**I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (OCT 2003)**

**I09 - INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights, and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of this contract or final scheduled delivery date under any delivery order placed hereunder, whichever is later.

**I11 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001)**

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

**I12 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001)**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here ( ) .

**I15d - METHODS OF PRICING ORDER (DSCC 52.216-9C51) (DEC 1993)**

Unless a different method is specified elsewhere, the price for any order issued hereunder shall be determined as follows:  
a. The year that the order is issued, and  
b. The shipping point for each order. Unit prices quoted for direct ship site or stock site apply to any quantity ordered starting at 100 EA through the maximum order quantity.

**I15f - METHODS OF PRICING ORDERS (DSCC 52.216-9C52) (NOV 1992)**

Unless a different method is specified elsewhere, the price for any order issued hereunder shall be determined as follows:

a. The year that the order is issued, and  
b. The unit price applicable to the quantity ordered shall be the unit price for the incremental quantity range in which the quantity ordered falls.

**I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002)**

(a) Definition.

'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes ( ) No ( )  
The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes ( ) No ( )  
The material conforms to the revision letter/number, if any is cited.

Yes ( ) No ( ) Unknown ( )  
If no, the revision offered does not affect form, fit, function, or interface.

Yes ( ) No ( ) Unknown ( )

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.

Yes ( ) No ( )  
If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

Yes ( ) No ( )

If yes, provide the information below:

Government Selling Agency

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Contract Number

Specification/Drawing Number

Contract Date (Month, Year)

Revision (if any)

Other Source

Date

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.  
Yes ( ) No ( )  
If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned.  
Yes ( ) No ( )  
If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes ( ) No ( ); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

Yes ( ) No ( )  
If yes, the price includes replacement of cure-dated components. Yes ( ) No ( )

(5) The material has data plates attached.  
Yes ( ) No ( ) If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes ( ) No ( ) If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number

NSN

CAGE CODE

Part Number

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes ( ) No ( )  
( ) If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes ( ) No ( ); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes ( ) No ( ) If yes, (i) the specification/drawing is in the possession of the Offeror. Yes ( ) No ( ); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes ( ) No ( )

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes ( ) No ( ) If yes, (i) Material has been re-preserved. Yes ( ) No ( ); (ii) Material has been repackaged. Yes ( ) No ( ); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes ( ) No ( ) If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes ( ) No ( )

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

( ) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

( ) For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

( ) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

( ) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

( ) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes ( ) No ( ))

( ) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned

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samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

**I20 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04) (APR 1985)****I28 - PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (DLAD 52.211-9004) (MAR 2000)****I29 - CONTRACT QUANTITY LIMITATIONS (DSCC 52.216-9C06) (MAR 1998)**

(X) (a) For the purposes of determining the obligations of the parties hereto with respect to the quantities to be furnished/ordered during the contract period, the following minimum and maximum quantities or dollar figures are established:

(1) Minimum Quantity or Dollar Figure: 100 EA  
(2) Maximum Quantity or Dollar Figure: \$999,999  
The Government is obligated to order only the minimum quantity or dollar figure stated above.

( ) (b) PARTIAL SET-ASIDES - If this solicitation provides for a partial Small Business set-aside and the resulting award is made to a contractor receiving the set-aside and non set-aside portion, the quantities specified in paragraph

(a) will be doubled.

( ) (c) Multiple NSNs - The CONTRACT MINIMUM will be                     , which is the total of the individual quantities or dollar estimates for all NSNs listed below. The ~~totals listed below are estimates only and will be used to~~ determine the minimum quantity or dollar value of the contract in the event of split awards. If there are split awards, the contract minimum will become the total of the estimates below for the NSNs awarded. The resulting contract minimum applies to the entire range of items awarded and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN awarded. The CONTRACT MAXIMUM will be

MINIMUM QUANTITY  
OR  
DOLLAR VALUE

NSN

(X) Contract period as defined in this clause means the extended contract shall be inclusive of the option period.

( ) Contract period as defined in this clause means a separate contract period for the initial basic and each option year.

**I31 - CONTRACT PERIOD (DSCC 52.216-9C03) (MAR 1981)**

- a. (X) on date of award;  
( ) on a date to be specified not later than days after date of award.

**I32 - PRICING OF DELIVERY ORDERS (DSCC 52.216-9C02) (JUN 2003)**

(a) In pricing delivery orders requiring delivery of one NSN to multiple destinations, the price for each destination will be based on:

(X) (1) The quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination.

( ) (2) The quantity being shipped to each destination.

(b) If this solicitation/contract contains provision for placement of orders through POPS (Paperless Ordering Placement System), unit prices for those orders will be based on:

( ) (1) The total quantity of all requirements for each NSN issued via POPS in a single day, regardless of the number of individual orders.

(X) (2) The quantity of each individual order.

(c) If this solicitation provides for partial set-aside and the set-aside portion is awarded to the same contractor receiving the award on the non-set-aside portion, the pricing of delivery orders will be accordance with paragraph (a) above.

(d) The minimum quantity to be ordered, per destination, will be the minimum ordering range quantity if specified in section B hereof, for each item.

**I33a - ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders issued by the Defense Supply Center Columbus. Such orders may be issued from date of contract award through 365 days

**I34 - ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100 EA                      [insert dollar figure or quantity], the Government is

not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 2500 EA                      [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of                      [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), ~~the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.~~

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 20 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I35 - ESTIMATED TOTAL QUANTITY (DSCC 52.216-9C20) (AUG 2001)**

a. The estimated total quantity the Government expects to order during each contract year is as follows:

CLIN(s)	QUANTITY	CLIN(s)	QUANTITY
0001	1500		

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled 'Set-Aside

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Portion set forth in Section I of the solicitation.

**NOTE:** It is anticipated that the quantities listed will remain constant for the additional option term indicated in Clause I40, I41, or I54.

**I41 - EXTENSION OF CONTRACT TERM (OCT 2003) (DSCC 52.217-9C12)**

- a. The contract term, at the option of the Government, may be extended for additional yearly periods by the Procuring Contracting Officer mailing or furnishing notice of extension to the contractor at least 14 days prior to the expiration date of the contract.
- b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.
- c. The contract prices shall apply during an extension of the contract term, unless different prices for the extended contract term are entered in the space provided in Section B.
- d. This clause will be used in evaluation of offers.

A 3 year contract (base year plus option year(s)) is desired.

OFFEROR MUST CHECK THE FOLLOWING BLOCKS FOR OPTION YEARS:

- (X) The Government's desired option is acceptable.  
( ) No option is acceptable.  
( ) option years are acceptable.

**NOTE:** Failure to accept option years as requested may result in rejection of offer.

**I43 - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (PAR 52.209-2) (SEP 1989) WITH ALTERNATE I (JAN 1997)**

- (a) The Contractor shall test 4 unit(s) of Lot/Item 9907, NSN 5965-00-296-1808 as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within 180 calendar days from the date of ( ) this contract, /or (X) first delivery order under this contract, to:

(2 Copies) Defense Supply Center Columbus  
P.O. Box 16704  
ATTN: Contracting Officer - (see 'Issued By' block on page 1 of award document)  
Columbus, OH 43216-5010

(1 Copy) DCMA - Administrative Contracting Officer of the Inspection Activity cited in the 'Administered By' block on page 1 of the award document, marked,

**FIRST ARTICLE TEST REPORT:**  
Contract Number \_\_\_\_\_, Lot/Item No. \_\_\_\_\_.  
Within 90 calendar days after the Government receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the first article. (The approval time specified in this paragraph shall begin on the date the Contracting Officer receives the test report.)

**I43a - ADDITIONAL REQUIREMENTS - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (DSCC 52.209-9C07) (OCT 2001)**

1. First Article Testing is required and shall be performed in accordance with:

(X) The specifications as found in Section B of the solicitation/award.

(X) The following:  
See SQAP00-296-1808 for FAT and acceptance testing requirements.

Power Rating: 7.50 WATTS peak.  
Impedance Rating in OHMS: 13.5 voice coil nomina  
Style Designator: 13 round

and DD Form 1423, Contractor Data Requirements List, as applicable.

2. The cost entered in CLIN 9907 shall include all costs associated with the testing, and the cost of the First Article test report, if any. Offers that do not cite a price for the First Article testing and the test report, or do not specify that there is no separate charge for the testing and test report, shall be evaluated under the assumption that there is no charge for the testing and test report.

3. First Article Testing and approval shall be required unless the offeror submits, with this offer, evidence of prior qualification sufficient for the Government to approve a waiver of the First Article test requirement for this acquisition. Such evidence may include the submission of contract numbers, if any, to document the offeror's eligibility for waiver.

4. a. The Inspecting Activity Quality Assurance Representative (QAR) shall witness the First Article Testing.  
b. The contractor shall prepare the First Article test report in accordance with the latest issue of Data Item Description DI-NDTI-80809B, entitled, 'Test/Inspection Report'. The contractor shall present the completed report to the QAR. The QAR shall review the report, prepare recommendations, countersign and forward two copies to the Contracting Officer at the address identified in clause I43. (Follow alternate distribution instructions if Clause I06 is included in this award.)

5. Disposition of the First Article by the Contractor (applicable if marked):

( ) The First Article will be retained by the contractor and may be reconditioned for acceptance as part of the order quantity; however, at least one approved First Article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. This First Article unit shall be referred to as a production or manufacturing standard and baseline for examination if defects are reported on delivered material, or problems are encountered during production.

( ) All units of the First Article shall be retained by the Contractor as production standards, and shall not be submitted for acceptance as part of the order quantity.

(X) Other:  
The Govt. shall return three (3) samples to the Contractor as production standards. These returned samples shall not be submitted for acceptance as par of the order quantity. One (1) approved sample shall be retained by the Govt.

(X) 6. Additional Notes:  
Waived Sources:  
Dymalec Corp. (12763)  
Tabet Mfg. Co. Inc. (88829)

**I45a - CONTRACT QUANTITY LIMITATIONS (MULTIPLE AWARDS) (DSCC 52.216-9C08) (SEP 1999)**

a. The Government anticipates making multiple awards as a result of this solicitation. If multiple awards are made, the contract minimum for each award will be a proportion of the overall minimum cited below. For example, if two awards are made the Government is obligated to purchase half of the minimum from each awardee. Regardless of the number of awards made under this solicitation, the Government may order, and each awardee is obligated to deliver, up to the maximum cited below:

1. The Government is obligated to order a minimum of 100 during the contract period.
2. The Contractor(s) agree(s) to deliver additional supplies up to a maximum of \$999,999 during the contract period.
- b. It is agreed and understood that the Government is under no obligation to order any supplies in excess of the minimum specified in subparagraph a.1. above. Furthermore, the maximum specified in subparagraph a.2. above shall not be construed as obligating the Government to purchase any amount in excess of the minimum.

**I50 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DFARS 252.232-7003) (MAR 2003)**

(a) Definitions. As used in this clause-

(1) 'Contract financing payment' and 'invoice payment' have the meanings given in section 32.001 of the Federal Acquisition Regulation.

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(2) 'Electronic form' means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned

documents are not acceptable electronic forms.

(3) 'Payment request' means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Workflow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WINS). Information regarding WINS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

**I58 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)**

MATERIAL IDENTIFICATION NO. (If none, insert 'None')

NONE

**I60 - NOTICE OF DEFECTIVE MATERIALS (FAR 52.223-7) (JAN 1997)**

NOTE: The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

**I61 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)**

(b) (2) Submit this estimate to Defense Supply Center Columbus, DSCC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

**CERTIFICATION**

I, \_\_\_\_\_  
(name of certifier),  
am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

End of certification)

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5010.

**I62 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)****WARNING**

Contains (or manufactured with, if applicable

a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

**I63 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)**

MATERIAL (If none, insert 'None') ACT

NONE

**I64 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1992)**

(2) Check here ( ) if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

**I67 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)****I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)****I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAY 2002)**

(f) (4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item:

Contract Description:

Line Items:

Quantity:

Total:

**I78 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)**

NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: <http://assist2.daps.dla.mil/quicksearch/>

**I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988)**

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur

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administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$2,949.00 as payment in full for the administrative costs of such repurchase apply for

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any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (AFR 1984)

I89 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUN 2003)

( ) Alternate I (OCT 1995)

I111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

I112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)

## SECTION J

## J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

This solicitation consists of documents and attachments identified by an 'X' in the space provided and made a part hereof.

ATCH/FM0000\_SF33D NO. NAME DATE

(X) DD FM 1707 Information to (Cover Sheet)  
Offerors or Quoters MAR 90  
(X) SF 33 Solicitation, Offer and Award Rev 4-85  
(X) --- Section B ---  
(X) --- Sections C through M ---  
( ) --- Interim Amend. No. ---

( ) --- Quality Assurance Provision (QAP)  
No. ---

( ) SF 1448 Proposal Cover Sheet (Cost or  
Pricing Data Not Required) 10-95

( ) DSCC Freight Shipping Information  
FM 1650 - Mode of Shipment AUG 73

( ) Form Facilities Capital Cost of Money  
CASB-CMF Factors ----

( ) DD Contract Facilities Capital Cost  
Form 186 of Money APR 95

( )

( )

( )

(X) DD FM 1423 Contract Data Requirement List JUN 90  
EXHIBIT No. ---  
w/ATCH No. ---  
EXHIBIT No. ---  
w/ATCH No. ---  
EXHIBIT No. ---  
w/ATCH No. ---  
EXHIBIT No. ---  
w/ATCH No. ---  
( ) DD FM 254 Contract Security Classification  
Specification DEC 99

J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS) -- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.